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RECENT CASES.

CONTRACTS.

Contracts of Married Women—Conflict of Laws—Following State Decisions.—*First Nat. Bank of Chicago, Ill., v. Mitchell*, 84 Fed. Rep. 90. Defendant, a married woman and resident of Connecticut, at the request of her husband, a member of a co-partnership doing business at Chicago, signed a guaranty which was dated at Chicago, and which had previously been signed by the members of the husband's firm there. The guaranty having been delivered to plaintiff at Chicago, defendant afterwards made an assignment in insolvency, and plaintiff presented his claim against her estate. The Supreme Court of Connecticut having decided that the claim should not be allowed, on the ground that the contract was a Connecticut contract, and invalid under the law of that State for want of capacity of defendant to make it; *held*, in an action against her on the guaranty, that this decision will be followed by the Federal court. But see *Milliken v. Pratt*, 125 Mass. 375; and *Bell v. Packard*, 69 Me. 105, where, however, the court was evidently influenced by the fact that in both cases the wife could have legally made the contract in the State of her residence. See also *Bowles v. Field*, 78 Fed. 742. The capacity of citizens of a State, so long as they remain within the State, would seem to be a matter of local law, to be controlled by the laws of the State, and not to be evaded by the simple device of sending or mailing a letter to some other State.

Insurance—Tower's Liability—Collision.—*Newton Creek Towing Co. v. Aetna Ins. Co.*, 48 N. Y. Supp. 927. A contract of insurance, termed "tower's liability," indemnified the owner of a tug-boat against any loss or damages occasioned a vessel in tow from "any accident caused by collision." *Held*, that in admiralty the term "collision" should be given a broader and more comprehensive import than its strict nautical or legal acceptance, and that it was broad enough to cover an injury done to a vessel by sudden contact with a block of ice, while, in accordance with an established local custom, it was being towed through an ice floe.

Street Railways—Regulations as to Passengers—Standing on Platforms—Expulsion of Sick Passenger.—*Montgomery v. Buffalo Ry. Co.*, 48 N. Y. Supp. 849. A regulation of a street car company, forbidding passengers from standing on the rear platform, *held* to be reasonable and proper, and that the conductor of the car was justified thereunder in expelling a passenger who was suffering from nausea and was riding on the platform that he might relieve himself. Green and Brown, J. J., (dissenting), *held* that, while the rule itself might be reasonable, it should be reasonably enforced; that the paramount object of such a rule is the protection of the company from liability for injury to the passenger, and incidentally the convenience of passengers in entering and leaving the car; that the company's responsibility was relieved against by plaintiff's actions, and there being no other inconvenience or annoyance occasioned, there was no real necessity for the expulsion, and that it was therefore unreasonable.